prietary rights in land, so is it the basis of any proprietary right in the air space.[18] The passage at a high altitude is, then, not a trespass. But there is liability for all interferences with the air effectively possessed.

Although the flight of an airplane will very likely not be held a tort, the common law seems to afford no basis for holding the aviator liable only for negligence. If the burden of absolute liability for injuries to the land tends to check the growth of the airplane industry, we must look to the legislatures for relief. It is to be observed, however, that a duty of due care under the circumstances surrounding travel by airplane is practically as burdensome as absolute liability.

RECENT CASES

ADMIRALTY — MARITIME LIEN — SUPPLIES FURNISHED TO VESSEL — CONSTRUCTION OF STATUTE. — A federal statute provides that any person furnishing supplies to any vessel should have a maritime lien. (ACT, JUNE 23, 1910, c. 373, § 1, 60 STAT. 604.) Pursuant to contract the libellant delivered coal to A's wharf with the understanding that A use a large part for his vessels, and that the libellant have a maritime lien therefor. A did appropriate a large part to various vessels, and the libellant now seeks to enforce a maritime lien against a *bonâ fide* purchaser on each vessel for the amount each vessel had used. *Held*, that no maritime lien had been created, as the coal had not been furnished to any particular vessel, appropriation by the owner being insufficient. *The Walter Adams*, 253 Fed. 20 (C. C. A. 1st Circ.).

Prior to the statute, although there was a conflict, the prevailing view, independent of local statutory provisions, was that no maritime lien was created unless the supplies were put on board, or brought within the immediate presence and control of the officers of the particular ship. *The Vigilancia*, 58 Fed. 698; *The Cimbria*, 156 Fed. 383. See Smith, "New Federal Statute Relating to Liens on Vessels," 24 HARV. L. REV. 182, 200. The statute in the principal case does not define "furnishing . . . to a vessel," and, as the statute is remedial, it should be construed liberally. *Wall* v. *Platt*, 169 Mass. 398, 48 N. E. 272; *Robinson* v. *Harmon*, 157 Mich. 276, 122 N. W. 106. Such interpretation, however, is applied only to the extent of effectuating the purpose of the enactment. *Hudler* v. *Golden*, 36 N. Y. 446, 447. In the present case the apparent purpose was to do away with the existing confusion and conflict. Beyond this it should not be construed, especially as creditors and *bonâ fide* purchasers may be prejudiced. *Vandewater* v. *Mills*, 19 How. (U. S.) 82, 89; *The Cora P. White*, 243 Fed. 246, 248. Accordingly, it seems that the act merely codifies the prior prevailing view which required a delivery to and for a specific vessel. *The Cora P. White, supra; Astor, etc. Co.* v. *White, etc. Co.*, 154 C. C. A. 246, 241 Fed. 57. *Cf. The Yankee*, 147 C. C. A. 593, 233 Fed. 919.

APPEAL AND ERROR — DETERMINATION AND DISPOSITION OF CAUSE — UNAVOIDABLE DESTRUCTION OF RECORD BY FIRE. — A judgment was rendered in the lower court against the defendant, and in due time he filed his appeal. Before he could make out his bill of exceptions based on voluminous evidence and certain exceptions taken during the trial, the courthouse, containing the records and the official stenographer's notes, was destroyed by fire. *Held*, on appeal, that a new trial be granted. *Woods* v. *Bottmos*, 206 S. W. 410 (Mo.).

By the weight of authority, if, without the appellant's fault, the transcript

[18] HAZELTINE, THE LAW OF THE AIR, 74.

on appeal does not contain all the evidence offered, a new trial will be granted. *Barton* v. *Burbank*, 119 La. 224, 43 So. 1014; *State* v. *Huggins*, 126 N. C. 1055, 35 S. E. 606. So, also, where by the death or illness of the trial judge the appellant cannot get his bill of exceptions signed and sealed. *Hume* v. *Bowie*, 148 U. S. 245; *Sullivan* v. *White*, 15 S. W. 126 (Texas). Or where the appellant is deprived of his bill of exceptions by the loss of the official stenographer's notes. *Richardson* v. *State*, 15 Wyo. 465, 89 Pac. 1027. See *Mathews* v. *Mulford*, 53 Neb. 252, 73 N. W. 661. Logically, the appellant must furnish a complete report of the evidence to give the appellate court jurisdiction to review the case. *Morin* v. *Claflin*, 100 Me. 271, 61 Atl. 782; *Felheimer* v. *Eagle*, 79 Ark. 201, 95 S. W. 139. Some courts, taking a middle ground, dismiss the appeal if the appellant has made no effort, by proper proceedings in the lower court, to reinstate the lost part of the record. *Buckman* v. *Whitney*, 28 Cal. 555; *Close* v. *Close*, 28 Ore. 108, 42 Pac. 128. It is submitted that an arbitrary rule in favor of or against the appellant should not be adopted. But if the records were lost or destroyed long after the trial, so that the evidence or rulings of the court could not be recalled accurately enough to be reinstated, then justice would require a new trial. Otherwise, grave hardship would ensue, especially in criminal cases.

ATTORNEYS — PROFESSIONAL ETHICS — SOLICITATION OF BUSINESS BY MEANS OF PERSONAL LETTERS. — An attorney made a practice of sending letters and then additional "follow-up" letters to business firms soliciting them to intrust him with their legal business. The letters contained no false or misleading statements, being merely requests for a trial on legal work. *Held*, that respondent's conduct merited censure and must cease. *In re Gray*, 172 N. Y. Supp. 648.

In some states, it is a criminal offense for an attorney to advertise for divorce cases. 1915, CAL. PEN. CODE, 74, § 159 *a*; 1917, ILL. REV. STAT., c. 40, § 21. Even where there is no such statute, such unprofessional conduct is held to be sufficient ground for suspension or disbarment. *People ex rel. Maupin* v. *MacCabe*, 18 Colo. 186, 32 Pac. 280; *In re Schnitzer*, 33 Nev. 581, 112 Pac. 848. Solicitation of legal business by means of paid agents or runners is conduct warranting suspension or disbarment. *Chreste* v. *Commonwealth*, 171 Ky. 77, 186 S. W. 919; *In re Clark*, 184 N. Y. 222, 77 N. E. 1. The contracts for hiring such solicitors are void as against public policy. *Langdon* v. *Conlin*, 67 Neb. 243, 93 N. W. 389; *Alpers* v. *Hunt*, 86 Cal. 78, 24 Pac. 846. *Contra*, *Vocke* v. *Peters*, 58 Ill. App. 338. See 20 HARV. L. REV. 576. Mere personal solicitation of clients, if accompanied by such objectionable features as false statements, mental incompetency, or distress of the person solicited, has been punished by the courts. *In re Welch*, 156 N. Y. App. Div. 470, 141 N. Y. Supp. 381; *In re Lauterbach*, 169 N. Y. App. Div. 534, 155 N. Y. Supp. 478. Recently, widespread advertising in newspapers and by means of printed circulars and folders in extravagant terms brought judicial censure on an attorney. *In re Schwarz*, 175 N. Y. App. Div. 335, 161 N. Y. Supp. 1079. But the principal case seems to be the first case where an attorney has been disciplined by a court for mere personal solicitation unconnected with fraud or the use of paid runners. The New York courts' thus giving official sanction to the Canons of Ethics of the American Bar Association should meet with the approval of the profession.

BILLS AND NOTES — DOCTRINE OF PRICE *VERSUS* NEAL — PAYMENT OF BILL WITH FORGED BILL OF LADING ATTACHED. — An order draft containing the words "value received and charge to the account of $\frac{100}{\text{R.S.M.I.}}$ bales of cotton" was sold to an exchange house with an order bill of lading attached